

L E A S E

1. PARTIES. Agreement made as of the 15th day of December, 1975, between HARVEY SORKIN, an individual; SEYMOUR MOSLIN, an individual; PAUL MASLIN, an individual; and JOSEPH SORKIN, an individual, hereinafter called Lessor, and FOREMOST-McKESSON, INC., a Maryland corporation, hereinafter called Lessee.

2. PREMISES.

A. In consideration of the rent reserved and of the covenants to be performed by Lessee, Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, the premises situated in the City of Santa Fe Springs, County of Los Angeles, State of California, shown on Exhibit A and described in Exhibit B, attached to and made a part hereof, hereinafter referred to as "the premises."

B. The parties hereby approve the plans and specifications for the improvements to be constructed upon the premises, which plans and specifications are described in Exhibit C, attached to and made a part hereof. The parties acknowledge that, in accordance with a separate agreement between it and Lessor, Crocker Land Company has undertaken to construct the improvements in substantial conformance with the plans and specifications. Upon such completion, Lessee shall provide Lessor with: (i) certification that the construction has been completed to Lessee's satisfaction in substantial conformance with the plans and specifications; and (ii) notification of unconditional acceptance of the premises by Lessee for occupancy.

3. TERM. The term of this Lease shall commence as of the date of substantial completion of the premises and shall expire thirty (30) years from such date, unless sooner terminated under the terms and conditions hereof.

MK00048659

4. RENT.

A. Lessee shall pay to Lessor, at the address shown in Article 35 of this Lease, as rent, in lawful money of the United States of America, the sum of SIX THOUSAND THIRTY-SEVEN and 50/100 DOLLARS (\$6,037.50) per month, in advance, on the first day of each calendar month, commencing upon substantial completion of the premises and continuing for the term of this Lease; provided that if the date of commencement is not the first day of the calendar month, the rent for such month and for the calendar month in which the Lease ends shall be equitably prorated.

B. The rental specified herein is based on the estimated cost of the improvements to be made, as above provided. The parties agree that the monthly rental payable by Lessee shall be adjusted to reflect any increase or decrease in such costs in an amount equal to the sum of such difference multiplied by 0.007916. Upon determination thereof, Lessor and Lessee agree to execute a lease amendment setting forth the actual rental commencement date and the adjusted monthly rental payments.

C. This Lease shall be deemed and construed to be an absolutely net lease, and Lessor shall receive, except as otherwise expressly provided, such rental installments and additional rent and other amounts payable to Lessor hereunder free from any costs, charges, taxes, assessments, fees, impositions, expenses or deductions of any and every kind or nature whatsoever (except income, transfer and inheritance taxes).

5. HOLDING OVER. Any holding over after the expiration of said term, with the consent of Lessor, shall be construed to be a tenancy from month to month, at the rental then in effect, and shall otherwise be on the terms and conditions herein specified, so far as applicable (excluding, however, the options to renew in Article 6).

6. OPTION TO RENEW. Lessee shall have two successive options to renew this Lease upon the same terms and conditions (except as to rent), each for an additional period of five (5) years, and may exercise the same by giving Lessor written notice thereof at least 90 days prior to the expiration of the then

term of this Lease. The rental during each renewal period shall be the fair rental value of the premises as of the commencement of such period, determined by agreement between Lessor and Lessee or, in the absence of such agreement, determined by arbitration as provided in Article 17. If Lessee, at its own expense, expands or extends the improvements in accordance with Article 18 hereof, the value of such expansion or extension shall not be used in determining such fair rental value. In no event shall the rental for either option period be less than the rent herein provided.

7. PURPOSES. Lessee may use the premises for any lawful purpose.

8. WASTE; ALTERATIONS. Lessee shall not commit, or suffer to be committed, any waste upon the premises or any nuisance thereon. Lessee shall not make or suffer to be made any alterations in, additions to or expansions of the building which cost in excess of \$10,000 with regard to any one alteration, addition or expansion without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

9. FREE FROM LIENS. Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. If any work is to be performed by Lessee for an amount in excess of \$10,000, Lessee shall give Lessor at least ten (10) days prior written notice to permit Lessor to post a Notice of Non-Responsibility at the premises.

10. CONFORMITY WITH GOVERNMENT REGULATIONS. Lessee shall, at Lessee's sole cost and expense, comply with all laws, ordinances and regulations of municipal, state and federal authorities now or hereafter in force, pertaining to the premises and the use thereof; provided that if during the last three (3) years of the Lease (or of any renewal term) capital improvements costing more than \$35,000 are required by governmental regulation, Lessee may at its option terminate the Lease at that time.

11. INDEMNIFICATION OF LESSOR. Lessee hereby waives all claims against Lessor and agrees to indemnify and hold Lessor harmless from any claims, liability, loss, cost or expense (including reasonable attorneys fees) arising,

during the term of this Lease or any renewal thereof, out of (i) the presence on or use of the premises by Lessee or any other person; (ii) Lessee's failure to keep the premises in good condition and repair; (iii) any breach or default by Lessee of any covenant or obligation on its part to be performed; or (iv) any act or negligence of Lessee, its agents, contractors, servants, employees or licensees, but excluding any claims, liability, loss, cost or expense arising out of any act or negligence of Lessor, its agents, contractors, servants or employees. Lessee, at Lessee's cost and expense, shall secure and maintain a policy or policies of comprehensive liability insurance in amount of not less than \$500,000 for any one person injured or killed, and not less than \$1,000,000 for any one accident, and not less than \$100,000 for property damage. Lessor and any mortgagee of Lessor shall be provided certificates evidencing such policies and shall receive ten (10) days advance written notice of the cancellation of any insurance coverage.

12. UTILITIES. Lessee shall pay for all water, gas, heat, light and power, and for sewage, telephone and all other services supplied to the premises.

13. ENTRY BY LESSOR. Lessee shall permit Lessor and its agents to enter the premises at mutually agreeable times for the purposes of inspection, and at all reasonable times for the purposes of posting notices of non-responsibility for alterations, additions or repairs, or placing upon the premises any usual or ordinary "For Sale," "For Lease" or like signs.

14. ASSIGNMENT; SUBLETTING. Lessee may assign this Lease or sublet any part of the premises. No such assignment or sublease shall release Lessee from the obligations and restrictions contained in this Lease, and Lessee shall remain primarily liable for such obligations and restrictions, and Lessor shall have the right to proceed directly against Lessee.

15. INSOLVENCY OR BANKRUPTCY. If Lessee shall file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against Lessee and Lessee is thereafter adjudicated bankrupt pursuant to such proceeds, or the court shall take jurisdiction of Lessee and Lessee's assets pursuant to

proceedings brought under the provisions of any federal reorganization act or similar state law, or a receiver (except a receiver mentioned in Article 15 hereof) of Lessee's assets shall be appointed, and such petition, proceeding or appointment is not withdrawn or is not vacated within sixty (60) days, or if Lessee executes an assignment for the benefit of its creditors, Lessor shall have the right to terminate this Lease forthwith, and from thenceforth Lessee shall have no rights in or to the demised premises or to any of the privileges herein conferred.

16. DEFAULT. If Lessee fails to cure any breach of this Lease within a reasonable time after receipt of notice thereof from Lessor (except for non-payment of rent, which shall be paid within ten (10) days after such notice), then Lessor, in addition to any other rights and remedies Lessor may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; and any property so removed may be stored in a public warehouse or elsewhere at the expense of Lessee.

If Lessor elects to re-enter or takes possession pursuant to legal proceedings or any notice provided by law, Lessor may either terminate this Lease or Lessor may, from time to time, without terminating this Lease, relet the premises or any part thereof for such term (which may be for a term extending beyond the term of this Lease) and at such rental and upon such other terms and conditions as Lessor, in Lessor's sole discretion, may deem advisable, with the right to make reasonable and necessary alterations and repairs to the premises. If Lessor relets the premises, at Lessor's election, either (i) Lessee shall immediately pay to Lessor the cost and expenses of such reletting and of such alterations and repairs incurred by Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the demised premises for such period; or (ii) the rents received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repair; third, to the payment of rent due and unpaid hereunder; and the

MK00048663

residual, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder, and if the rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay such deficiency to Lessor monthly.

No re-entry by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction, nor shall such re-entry be construed as a forcible entry. Lessee hereby waives all claim for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing or storing property as herein provided, and will save Lessor harmless from any loss, cost or expense occasioned Lessor thereby.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. If Lessor at any time terminates this Lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages incurred by Lessor by reason of such breach, including the cost of recovering the premises, and the worth at the time of such termination of the excess, if any, of the amount of rent or charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder thereof, which amounts shall be immediately due and payable from Lessee to Lessor.

17. ARBITRATION. Any arbitration hereunder shall be in accordance with this Article 17. All arbitrators shall be disinterested persons, having at least five years experience in commercial and industrial real estate. The party desiring arbitration shall give notice to that effect to the other party, specifying in said notice the name and address of the person designated to act as its arbitrator. Within twenty (20) days after service of such notice, the other party shall give notice to the first party specifying the name and address of the person designated to act as its arbitrator. If the second party fails to notify the first party of the appointment of its arbitrator within the time specified, the second arbitrator shall be appointed in the same

manner as provided for the appointment of a third arbitrator where the two arbitrators appointed are unable to agree upon such appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed. If the said two arbitrators shall not agree upon the decision to be made in such dispute, they shall appoint a third arbitrator; and if they cannot agree on a third arbitrator or fail to appoint such arbitrator within ten (10) days after their meeting, the third arbitrator shall be selected by the parties within a further period of fifteen (15) days. If the parties do not so agree, then either party may request the then presiding judge of any court having jurisdiction thereover to appoint such third arbitrator. The decision of the arbitrators so chosen shall be given within thirty (30) days after the appointment of such third arbitrator. The decision of any two of the arbitrators so appointed shall be binding and conclusive upon the parties. The fees and expenses of the arbitrators shall be borne as the arbitrators direct. Except as otherwise provided in this Lease, the arbitration shall be conducted in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon any decision rendered may be entered in any court having jurisdiction thereover.

18. SURRENDER OF LEASE. The mutual cancellation of this Lease shall not work a merger, and shall at the option of Lessor terminate all or any existing subleases or subtenancies, or may at the option of Lessor operate as an assignment to Lessor any or all such subleases or subtenancies.

19. RECEIVERSHIP. Neither the application by Lessor for the appointment of a receiver in an action to take possession of the premises, nor the appointment of such a receiver, shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

20. WAIVER. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same, or of any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by

Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted.

21. UNLAWFUL DETAINER. Lessee covenants and agrees that nothing herein contained and no security or guaranty now or hereafter furnished the Lessor for the payment of the rent herein reserved, or for the performance by Lessee of any of the terms, covenants and conditions of this Lease, shall in any way be a bar or defense to any action in unlawful detainer by the Lessor against Lessee, or for the recovery of the demised premises in any action which Lessor may at any time commence, for or because of the breach of any term, covenant or condition of this Lease.

22. ATTORNEYS FEES. In the event of litigation or arbitration between the parties concerning this Lease or any term or condition hereof or any default hereunder, the prevailing party in such litigation or arbitration shall be entitled to receive from the other party a reasonable attorneys fee as fixed by the court or arbitrators.

23. REPAIRS AND MAINTENANCE. Lessee shall, at Lessee's sole cost, keep and maintain the premises and appurtenances (including but not being limited to landscaping) in good and sanitary order, condition, appearance and repair, hereby waiving all right to make repairs at the expense of Lessor. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition, appearance and repair, and agrees on the last day of the term, or sooner termination of this Lease, to surrender to Lessor the premises and appurtenances in the same condition as when received, reasonable use and wear thereof excepted, and to remove Lessee's trade fixtures, machinery and equipment and those of its suppliers at its own cost, and to repair any damage caused by such removal.

24. DESTRUCTION OF PREMISES. If the building on the demised premises is damaged or destroyed during the term of this Lease, this Lease shall not terminate, but Lessee shall, as soon as is practicable after the damage or destruction, and with all due diligence, repair or rebuild the same to substantially

the condition in which the building was prior to such damage or destruction. The rights of the parties hereto arising upon damage to or destruction of the premises shall be governed by the provisions of this agreement. If such damage or destruction occurs during the last three (3) years of the term hereof (or of any renewal term) and the cost of repairing or rebuilding will exceed \$15,001, Lessee may at its election terminate this Lease on ten (10) days prior written notice to Lessor, and upon such termination there shall be no further liability between the parties hereto, except that Lessee shall pay over to Lessor the net insurance proceeds recovered in connection with such damage or destruction. Nothing herein shall require Lessee to repair or rebuild where damage or destruction is the result of the negligence of Lessor, its agents, servants or employees.

25. TAXES. As additional rental hereunder, Lessee agrees to pay before delinquency all real property taxes and assessments which have become or may become a lien upon the premises (or are otherwise imposed or assessed on the premises) or any portion thereof or upon improvements thereon or improvements added thereto during the term of this Lease. Lessee shall provide Lessor a copy of the receipt for each such payment with thirty (30) days after the last day on which such payment is due. Lessee shall also reimburse Lessor, upon demand, any and all taxes payable by Lessor (other than income, inheritance or transfer taxes) whether or not now customary or within the contemplation of the parties hereto: (a) upon, allocable to or measured by or on the rental payable hereunder, including without limitation any gross receipts tax or excise tax levied with respect to the receipt of such rental; or (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Lessee of the premises or any portion thereof; or (c) upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the premises. If the taxing authority requires Lessee to pay the taxes on the premises at a date earlier than would be required if Lessor were responsible for said taxes, Lessor shall, at the request of Lessee, direct the taxing authority to send the tax bills to Lessor and Lessor agrees to forward said tax bills promptly to Lessee for payment. If Lessee fails to pay such taxes, in addition to all other remedies

Lessor has hereunder. Lessor shall have the right to pay any or all such taxes and to recover reimbursement therefor from Lessee. If the taxing authority directs notice of assessment to Lessor and Lessor fails to provide Lessee with said notice at least ten (10) days prior to the last day for appeal, Lessee shall not be responsible for payment of any tax increase resulting from such assessment. Lessee shall have the right to contest the amount or validity of any tax payable under this Article 25 which Lessee deems improperly or illegally levied against the premises, and for that purpose shall have the right to institute such proceedings in the name of Lessor as it may deem necessary, provided the expenses thereof shall be paid by Lessee. Taxes for the year in which this Lease terminates shall be equitably prorated.

26. INSURANCE. Lessee shall keep the premises insured against loss or damage by fire with extended coverage and with standard mortgagee clause to the extent of 100 percent of the replacement value of the improvements on said premises (including any improvements made during the term hereof). Lessee shall have the right to cause the policies of insurance required hereunder to exclude from coverage the first \$200,000 of loss, and Lessee hereby agrees to be responsible to Lessor and any first mortgagee for the payment of such sum under the same terms and conditions as though Lessee were the issuer under the policy of insurance maintained; provided that the deductible provision is acceptable to any lending institution that may place a first mortgage on the premises.

The insurance hereunder shall be payable to Lessor and Lessee as their interests may appear, and shall be written by Golden State Insurance Company, Ltd. or such other insurance company as is mutually agreed upon. Lessor and Lessor's mortgagee shall be provided with certificates of insurance and ten (10) days advance written notice of the cancellation of any insurance coverage. If Lessee shall fail to obtain such insurance or to keep the same in full force and effect, Lessor may procure the same, and Lessee shall upon demand reimburse Lessor for the premiums thereon.

Lessee agrees that if Lessor encumbers or has encumbered the demised premises to a lender by first deed of trust, mortgage or other security device, at Lessor's discretion loss shall be made payable to such lender. Lessor agrees that monies, to the extent of insurance proceeds received by either Lessor or

such lender under a policy of insurance described in this Article will be disbursed in installments to Lessee or to Lessee's building contractor according to the progress of the work of repairing or building the demised premises under Article 24.

27. ADDITIONAL CONSTRUCTION. If at any time, or from time to time, Lessee should desire to expand or extend the improvements, Lessor will undertake to have such additional construction work done and pay for the same; provided, however, the monthly rental hereunder shall be increased in an amount to be negotiated by the parties hereto. If terms cannot be agreed upon, Lessee may construct the desired improvements at its own expense.

28. OPTION TO PURCHASE. In the event Lessor is unwilling or unable to undertake the additional construction in accordance with Article 27, or the parties are unable to agree on a fair rental, Lessee will have the option to purchase the property at its fair market value. If the parties cannot agree on the fair market value, it will be settled by arbitration as provided in Article 17; provided, however, that in no event shall the purchase price be less than \$800,764.00.

29. CONDEMNATION.

A. If all of the premises is taken or condemned for a public or quasi-public use, this Lease shall terminate as of the date title to the condemned real estate vests in the condemnor, the rent herein reserved shall be apportioned and paid in full by Lessee to Lessor to that date, all rent prepaid for periods beyond that date shall forthwith be repaid by Lessor to Lessee, and neither party shall thereafter have any liability hereunder.

B. If less than the entire premises is taken or condemned for a public or quasi-public use and the nature and extent of such taking or condemnation are such that Lessee's business cannot be continued on the remaining portion of the premises, then this Lease shall terminate thirty (30) days after Lessee gives to Lessor notice of its election so to do. Such notice must be given within sixty (60) days after the date title vests in the condemnor or the date

MR00048669

the condemnor takes possession of the condemned real estate, whichever first occurs. Upon such termination the rent herein reserved shall be apportioned and paid in full by Lessee to Lessor to that date, all rent prepaid for periods beyond that date shall forthwith be repaid by Lessor to Lessee, and neither party shall thereafter have any liability hereunder.

C. If less than the entire premises is taken or condemned for a public or quasi-public use, and the nature and extent of such taking or condemnation are such that Lessee's business can be continued on the remaining portion of the premises, Lessee shall restore the building or other improvements upon the demised land to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable abatement of the minimum rent according to the value of the premises before and after the taking.

D. In the event that the parties are unable to agree upon the amount of abatement of rent hereunder or whether Lessee's business can be continued on the premises, either party may submit the issue for arbitration, pursuant to the provisions of Article 17 hereof.

E. In the event of a taking or condemnation of all or any portion of the premises for a public or quasi-public use, the award shall be distributed in the following order of priority:

(i) First Priority. Lessee shall be entitled to an amount equal to the amount included in the award for trade fixtures and equipment owned by Lessee or suppliers of goods or services to Lessee and the unamortized value of any improvements installed or constructed on the premises at Lessee's sole cost and expense, together with reimbursement for moving expenses.

(ii) Second Priority. Lessor shall be entitled to an amount equal to the value of the premises (exclusive of improvements installed or constructed at Lessee's expense) or \$762,632.00, whichever is greater.

(iii) Third Priority. Lessee shall be entitled to the amount included in the award for the value of the unexpired term of the lease if this Lease shall have terminated by reason of the taking or condemnation.

(iv) Fourth Priority. The balance of the award, if any, shall be paid to Lessor.

MK00048679

If only part of the premises is taken or condemned for a public or quasi-public use, the net proceeds (after deducting the costs of collecting the award) of any award payable to Lessor hereunder (herein called "the net condemnation proceeds") shall be held in trust by Lessor or any mortgagee of the premises and released for the purpose of paying the cost of restoring the building and other improvements damaged by reason of the taking or condemnation. Such net condemnation proceeds shall be released from time to time as the work progresses to Lessee or to Lessee's contractors. If such net condemnation proceeds are not adequate, Lessee shall pay the amount by which such cost will exceed such net condemnation proceeds. If such net condemnation proceeds are more than adequate, the amount by which such net condemnation proceeds exceed the cost of restoration will be retained by Lessor or applied to repayment of any mortgage secured by the premises.

30. SUBORDINATION.

A. This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust or any other hypothecation of security now or hereafter placed upon the real property of which the premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

B. Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead to do so.

MK0004867:

2. Anything in this Article 30 to the contrary notwithstanding, Lessee's right to quiet possession of the premises shall not be disturbed so long as Lessee is not in default hereunder and this Lease is not otherwise terminated pursuant to its terms.

31. ESTOPPEL CERTIFICATE.

A. Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the premises.

B. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect without modification, except as may be represented by Lessor; (ii) that there are no uncured defaults in Lessor's performance; and (iii) that not more than one month's rent has been paid in advance.

C. If Lessor desires to finance or refinance the premises, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor such annual reports to stockholders of Lessee as may be reasonably required by such lender. All such annual reports shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

32. VALIDITY UNDER RULE AGAINST PERPETUITIES. Anything herein contained to the contrary notwithstanding, and in order to guard against any possible invalidity of this Lease under the so-called "Rule Against Perpetuities," the parties expressly agree that in case the term provided for in Article 3 hereof shall not have commenced for whatever reason within twenty-one (21) years after the date hereof, this Lease shall never take effect and the

respective obligations of the parties hereto shall thereupon cease and terminate.

33. SUCCESSION. The covenants and conditions herein contained shall, subject to the provisions hereof concerning assignment, apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

34. CAPTIONS. The caption headings in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The terms Lessor and Lessee shall apply to the parties hereto as may be applicable and without regard to gender or number.

35. NOTICES. All notices hereunder shall be deemed sufficient if in writing and delivered personally or deposited in the United States mail, postage prepaid, certified and addressed to the following addresses:

LESSOR 1441 St. Nicholas Avenue
New York, N.Y. 10033

LESSEE Office of the Secretary
Foremost-McKesson, Inc.
One Post Street
San Francisco, California 94104

copy to

or to such other addresses as may be designated from time to time in writing.

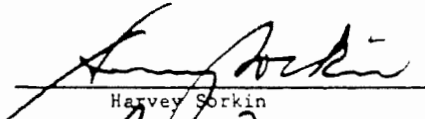
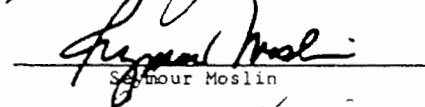
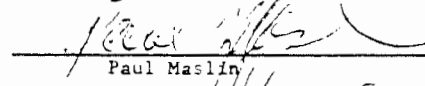
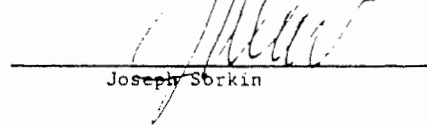
36. CONTROLLING LAW. This agreement shall be controlled and interpreted according to the laws of the State of California.

37. SHORT FORM LEASE. Upon the request of either Lessor or Lessee, Lessor and Lessee agree that they will execute a short form lease setting forth the expiration date and have it properly acknowledged by Lessor in order that it may be recorded.

38. MODIFICATION. This Lease shall not be modified or amended in any respect except by an agreement in writing signed by the party against whom such modification or waiver is sought to be enforced.

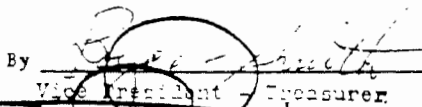
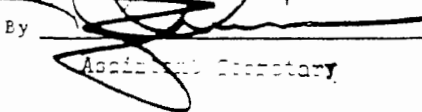
EXECUTED in duplicate the day and year first above written.

LESSOR


Harvey Sorokin

Seymour Moslin

Paul Maslin

Joseph Sorokin

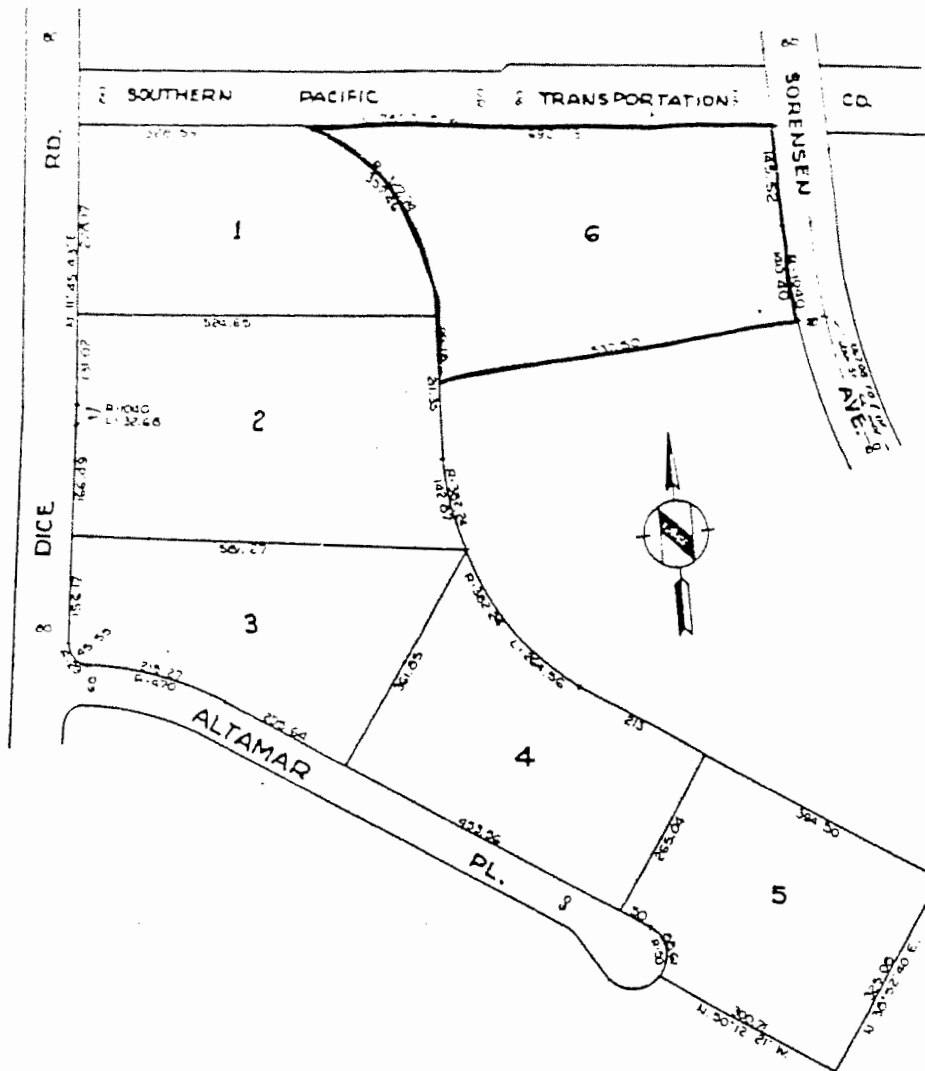
LESSEE

FOREMOST-MCKESSON, INC.

By 
Vice President - Treasurer
By 
Assistant Secretary

ok
1/16
OK

MK00048674



PARCEL MAP
BOOK 48 PAGE 11

This is not a survey of the land, but is compiled for information only, nor is it a part of the report or policy to which it may be attached.

MK00048675

MKIL16359

LEGAL DESCRIPTION

PARCEL 6 in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on PARCEL MAP NO. 3393 filed for record October 11, 1972, in Book 48, Page 11 of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER with all of grantor's right, title and interest in and to that portion of the westerly half of Sorensen Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein, or any part thereof, lying between said surface and five hundred (500) feet below said surface, as excepted by Southern Pacific Industrial Development Company, a Texas corporation, in deed recorded October 21, 1975, as Instrument No. 363.

SUBJECT to all easements, rights of way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

MK00048676

MKIL16360

Plans and specifications for the improvements by COLLEY
ENGINEERS & CONSTRUCTORS, INC.

<u>Drawings</u>	<u>Dated</u>
C-628-A-1	July 23, 1975
M-1	July 17, 1975
P-1	July 23, 1975
P-2	July 23, 1975
P-3	July 23, 1975
P-4	July 23, 1975
Q-1	July 03, 1975
Q-2	---
Q-3	July 23, 1975
Q-4	July 09, 1975
R-1	March 20, 1975
R-2	March 20, 1975
R-3	May 06, 1975
R-4	May 06, 1975
R-5	May 06, 1975
R-6	May 06, 1975
R-7	May 06, 1975
R-8	March 20, 1975
R-9	May 06, 1975
R-10	July 23, 1975
R-11	July 23, 1975
S-1	July 1975
S-2	---
S-3	July 03, 1975
S-4	July 03, 1975
S-5	July 03, 1975
S-6	July 03, 1975
S-7	July 15, 1975

Specifications August 21, 1975

EXCLUDING all tanks, pumps, piping, scales and equipment
related to the repackaging operations

11/75/1e

ME00048677

MKIL16361